

CONRAIL

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2-291A095
No.

Date OCT 18 1982

Fee \$ 10.00

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

RECEIVED
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October 12, 1982

Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed are an original and three counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

This document is an Agreement, a secondary document dated September 10, 1982. The primary documents to which this is connected, a Lease of Railroad Equipment, dated December 1, 1967, originally filed with the I.C.C. under Recordation Number 4644-A, and an Agreement to Amend the Lease dated March 1, 1968 originally filed with the I.C.C. under Recordation Number 4680-B, were conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261. This secondary document covers Equipment including one Century 636 Diesel Electric Locomotive numbered 6792.

The names and addresses of the parties to the documents are as follows:

Consolidated Rail Corporation,
as successor to Penn Central
Transportation Company and
The Pennsylvania Railroad
Company
1138 Six Penn Center Plaza
Philadelphia, PA 19104

C.I.T. Financial Corporation
650 Madison Avenue
New York, NY 10022

A fee of \$10 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to

John F. Fansmith, Jr., Esquire
Consolidated Rail Corporation
Law Department
1138 Six Penn Center Plaza
Philadelphia, PA 19104

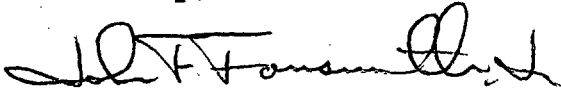
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October 11, 1982
Page 2

A short summary of the document to appear in the index follows:

Agreement dated September 10, 1982, a supplement to a Lease and an Agreement to Amend the Lease between Penn Central Transportation Co. and C.I.T. Financial Corporation with Recordation Numbers 4644-A and 4680-B, conveyed to Consolidated Rail Corporation by a document filed with the I.C.C. under Recordation Number 8261, and covering one Century 636 Diesel Electric Locomotive numbered 6792.

Sincerely,



John F. Fansmith, Jr.
General Attorney

JFF, Jr./jk
Encls. (\$10 check, 4 signed agreements)

Interstate Commerce Commission
Washington, D.C. 20423

10/20/82

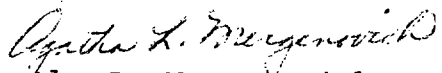
OFFICE OF THE SECRETARY

John F. Fansmith, Jr., Esq.
Consolidated Rail Corp.
Law. Dept. 1138 Six Penn Center Plaza
Phila. PA. 19104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/18/82 at 12:00pm, and assigned re-recording number(s). 8261-0 (Formerly under 4644 & 4680

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

8261-0
RECORDATION NO. 4644-A
OCT 18 1982 12:00 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT, dated as of September 10, 1982 by and between C.I.T. FINANCIAL CORPORATION (hereinafter called the Lessor) and CONSOLIDATED RAIL CORPORATION, successor to the rights of the Pennsylvania New York Central Transportation Company which was formerly the Pennsylvania Railroad Company (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee have entered into a Lease of Railroad Equipment dated as of December 1, 1967 (hereinafter called the Lease);

WHEREAS the Lease was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on December 13, 1967 and was assigned recordation #4644-A;

WHEREAS the Lessor and the Lessee have entered into an Agreement to amend the Lease (hereinafter called the Amendment) dated as of March 1, 1968;

WHEREAS the Amendment added to the Lease Schedule A eleven (11) additional Units listed in Amendment Schedule A;

WHEREAS the Amendment was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on March 22, 1968 and was assigned recordation #4680-B;

AND WHEREAS the parties hereto now desire to amend the Lease and the Amendment to terminate one of the Units of railroad equipment listed in Amendment Schedule A described in Schedule 1 hereto and to make certain other changes in the Lease and the Amendment;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Lease and Amendment are hereby amended by terminating the Unit listed in Schedule 1 hereto.

2. Notwithstanding anything to the contrary contained in Section 2 of the Lease, the last rental payment for the Unit being terminated shall be calculated as follows:

a. For the period from the previous rental payment made until delivery by Lessee of the Unit to the address listed on Schedule 1:

- (i) divide 5.69274% of the Purchase Price of the Unit by 180;
- (ii) multiply the result above by the number of days elapsed from the previous rental payment made until the delivery date.

b. For the period commencing with the delivery of the Unit and ending on January 12, 1983:

- (i) multiply the daily lease rate factor in a(i) above by the number of days from delivery until January 12, 1983;
- (ii) divide the above result by 2.

3. The Lessee will promptly cause this Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. Except as amended and supplemented hereby, the Lease and the Amendment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first above written.

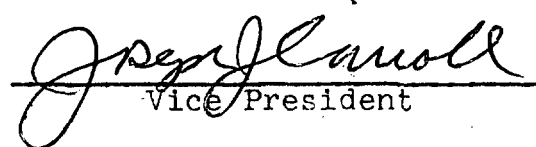
[Corporate Seal]

Attest:


Secretary

C.I.T. FINANCIAL CORPORATION

By


Vice President

[Corporate Seal]

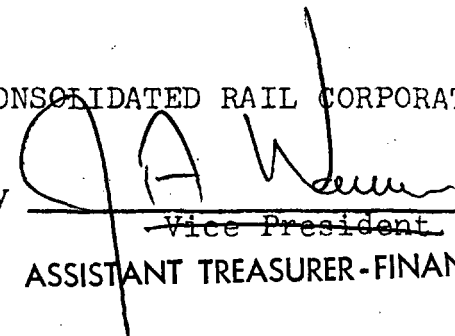
Attest:


J. D. McGEEHAN

ASSISTANT Secretary

CONSOLIDATED RAIL CORPORATION

By

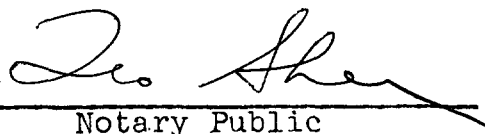

Vice President

ASSISTANT TREASURER-FINANCING

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 10th day of September 1982, before me personally appeared J.J. Carroll, to me personally known, who, being by me duly sworn, says that he is a Vice President of C.I.T. FINANCIAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

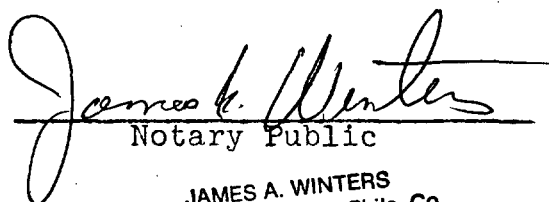
LEO SHEER
Notary Public, State of New York
No. 31-4513645
Qualified in New York County
Commission Expires March 30, 1983


Notary Public

[NOTARIAL SEAL]

STATE OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss.:

On this 8th day of ~~September~~ ^{OCTOBER} 1982, before me personally appeared S.A. WARNER, to me personally known, who, being by me duly sworn, says that he is an ~~Vice President~~ ^{Asst. Treasurer} of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

JAMES A. WINTERS
Notary Public, Phila., Phila. Co.
My Commission Expires Sept. 12, 1983

SCHEDULE 1

<u>Type</u>	<u>Manufacturer's Specifications</u>	<u>Road Numbers (inclusive)</u>	<u>Delivery</u>
Alco Products, Incorporated-- 3600 H.P. Model Century 636 Diesel Electric Locomotives	Century 636	6792 (formerly 6342)	Chrome Crankshaft Co. 13601 S. Avenue "O" Chicago, Ill.